

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4166627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALL IN ONE INSULATION, LLC	12/01/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
<b>Street Address:</b>	6011 CONNECTION DRIVE
<b>City:</b>	IRVING
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7579701
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)572-5100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	4045723408
<b>Email:</b>	mramic@kslaw.com
<b>Correspondent Name:</b>	MIA RAMIC KING AND SPALDING
<b>Address Line 1:</b>	1180 PEACHTREE STREET NE
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	14868.015055
<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC
<b>SIGNATURE:</b>	/s/ Mia Ramic
<b>DATE SIGNED:</b>	12/02/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of December 1, 2016 (this “**Patent Security Agreement**”), by **ALL IN ONE INSULATION, LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of April 25, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **SEI GROUP, LLC**, a Georgia limited liability company (“**SEI**”), **GEORGIA SE GUTTERS, LLC**, a Georgia limited liability company (“**Georgia Gutters**” and together with SEI, the “**Companies**” and each, a “**Company**”), **SEI HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Administrative Agent (in such capacity, “**Administrative Agent**”), Collateral Agent (in such capacity, “**Collateral Agent**”), and Lead Arranger, Lenders and Lender Counterparties have agreed to make the Loans and certain financial accommodations to Companies;

WHEREAS, Lenders and Lender Counterparties are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of April 25, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

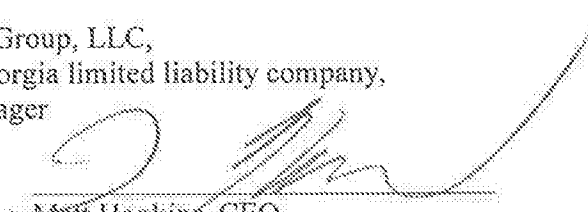
- (a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule I** hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALL IN ONE INSULATION, LLC,**  
a Delaware limited liability company

By: SEI Group, LLC,  
a Georgia limited liability company,  
Manager

By:   
Matt Hopkins, CEO

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as Collateral Agent

By: 

Name:

**Greg Watts**

Title:

**Senior Vice President**

*Patent Security Agreement*

**PATENT**

**REEL: 040492 FRAME: 0347**

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

<i><b>PATENT</b></i>	<i><b>OWNER</b></i>	<i><b>REGISTRATION NO.</b></i>	<i><b>REGISTRATION DATE</b></i>
Insulation and power generation system for buildings	All In One Insulation, LLC	7,579,701	8/25/2009